

EXHIBIT A

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IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

VOCALSPACE, LLC §
Plaintiff, §
v. § Civil Action No. 4-09-CV-00350
DANIEL D. LORENZO and §
LARKSPARK CORPORATION §
Defendants. §

DECLARATION OF DANIEL DANTE LORENZO

1. My name is Daniel Dante Lorenso. I own a company called LarkSpark Corporation. I am over 18 years old and I have never been convicted of a crime. I have personal knowledge of the facts stated in this declaration and all statements contained herein are true and correct.
2. For part of 2006 I worked as an employee of Plaintiff.
3. Plaintiff in 2005 had promised me a 10% ownership interest in the company. I never did actually receive the 10% ownership in Plaintiff's company, and I blame the Plaintiff for this fact. In the spring of 2006 I grew increasingly annoyed at the fact I had not received the 10% ownership in Plaintiff's company and I had enough, so on May 16, 2006, I decided to begin development of my own blogging software.
4. On May 16, 2006 I sent a detailed email to Randy Dryburgh explaining to him that I was going to be "developing projects outside my employment" with Plaintiff. In that email I said that if I was to ever take part of my personal code (which I call the "Lorenzo 2006 code")

and use it in VocalSpace projects, I would grant VocalSpace a license, but that I would retain full rights to that code.

5. In May 2006, Plaintiff was not involved in any blogging project. I did not prepare any blog project for the Plaintiff in 2006.

6. I worked for Plaintiff without hearing any complaints from them through May, June and July 2006. I learned in discovery in this lawsuit that the owners of Plaintiff exchanged several emails concerning the subject matter in the May 16, 2006 email.

7. I remember having discussions with Dryburgh in May or early June 2006 and remember Dryburgh telling me that he did not care if I was to work on my own coding projects on the side.

8. I never gave Plaintiff permission to claim ownership of my personal code, and at no time did I give permission for Plaintiff to file a copyright on my code. The Plaintiff's copyright contains code that I claim to be mine following the May 16, 2006 personal coding project.

9. I was developing code for my own personal blogging project, and bits and pieces of that code was placed into the VocalSpace code base, which according to the May 16, 2006 email, the Plaintiff then only had a license to use that code, but not to own it.

10. Plaintiff filed its copyright in 2009, after Plaintiff non-suited a lawsuit in Texas State Court. Plaintiff did not talk to me or consult with me before it filed its copyright.

11. It was Plaintiff's CEO, Randy Dryburgh, that inserted some public domain code into the VocalSpace codebase. So far I have found two files, RFC822.php and smtp.php, which I know were inserted into the VocalSpace code by Randy Dryburgh. This is why I can state this fact: There were only two of us that contributed web code to the VocalSpace family of websites, myself and Randy Dryburgh. Whenever I would take public domain code I would make

formatting changes to the code, put spacing lines and make it more 'my style' of code. I can easily tell that it was not me that worked on RFC822.php and smtp.php by looking at the code as it does not look like "my style" at all . Therefore, it was Randy Dryburgh that brought RFC822.php and smtp.php into Plaintiff's websites.

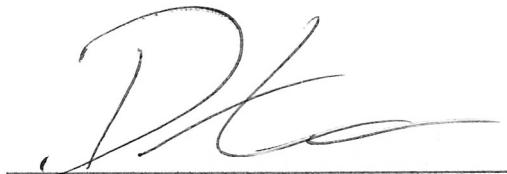
12. Attached as Exhibit D to Docket 182 is a line-by-line comparison of RFC822.php and smtp.php as found in Plaintiff's copyrighted code and copies of the public domain code that can be found online at <http://scripts.ringsworld.com/development tools/progsys/includes/RFC822.inc.html>. The file, smtp.php, found in the VocalSpace copyright code can be found verbatim online at <http://scripts.ringsworld.com/development-tools/progsys/includes/smtp.inc.html>.

13. Not everything that I coded was a "creative expression". An example is the use of "-----" dividers. These dividers are simply a set of lines to denote an "internal break" in the code. A good analogy is a book, which may be comprised of 1,000 lines of words. Those 1,000 lines could be in book that has 10 lines per page, in which case there would be 100 pages in this book. Or those same 1,000 lines could be in a book with 50 lines per page, in which case there would be 20 pages in the book. In this example, there are still the same number of lines, just different number of pages. With the code example with the use of the "-----", divider, this is more of a page break, it does not affect the underlying code in any way.

14. I have reviewed the Plaintiff's copyrighted code in detail. I was the one who assembled and put together the code, so I am very familiar with the code. As such, what the Plaintiff filed with the copyright office was not a complete version of all the code in their websites. The Plaintiff only selected part of their code in their copyright filing.

15. The Plaintiff's copyright is not an updated version of any computer program. The copyright as filed was a partial excerpt of their overall code from 2007, and the copyrighted code was not an update of anything.

16. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on February 11, 2011.



02/11/11

D. Dante Lorenso